ARTICLE 5:   AGREEMENT AUTHORITY

5.1   (a) The Parties shall exchange slots with each other on a one-for-one, used or unused basis. The initial exchange (the "basic allocation"), ~~which will be arrived at after a phase-in period of several weeks during which a lesser amount of space may be exchanged~~, shall be as follows: NYK shall provide Hapag-Lloyd with 175 ~~150~~ slots and 15 reefer plugs on each ~~northbound~~ sailing of its weekly ANS service, and Hapag-Lloyd shall provide NYK with 175 ~~150~~ slots and 15 reefer plugs on each sailing of its weekly GS1 service. The Parties shall discuss and agree on the amount to be paid for reefer plugs used. There shall be no financial compensation for unused slots within the basic allocation.

(b) In addition to the slot exchange provided for under Article 5.1(a) hereof, Hapag-Lloyd shall sell to NYK and NYK shall purchase from Hapag-Lloyd, space for 20 TEUs/240 tons on each sailing of its GCS service for the movement of cargo from Caucedo to Houston/Altamira/Veracruz. The Parties shall discuss and agree on the amount to be paid for such slots. Hapag-Lloyd is authorized to charter additional slots to NYK on an _ad hoc_ basis, subject to space availability.

5.2   The Parties are authorized to buy/sell slots to/from one another in addition to the basic allocation on an _ad hoc_ basis in such amounts and on such terms and conditions as they may agree from time to time.

5.3   In the event a port call is cancelled, the Party receiving slots on the service will, if required, receive additional slots on the next sailing, based on average liftings to/from the cancelled port on three (3) previous sailings to call at the port

cancelled, which amount may be reduced as the Parties may agree if the Party

receiving slots has received adequate notice of the cancellation and was able to load

additional cargo at other ports called by that same sailing. The Parties hereto shall

undertake to ensure proper and immediate notification to one another of such

omissions by their respective services and provide consultation in an effort to

minimize related costs. In the event the vessel-operating party does not notify the

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

7.1   New parties to this Agreement may be added only upon unanimous consent of the existing Parties. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2   Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Actions taken pursuant to this Agreement or any amendment thereof shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1   This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended, or April 1, 2009, whichever is later, ~~. It shall have an initial term of 12 months,~~ and shall remain in effect indefinitely thereafter ~~conclusion of the initial term~~. Either Party may withdraw from Article 5.1(a) of this Agreement by giving not less than two (2) months advance written notice to the other Party; ~~provided, however, that such notice may not be served until at least 10 months after the effective date of the Agreement~~. Either Party may withdraw from Article 5.1(b) of this Agreement by giving one (1) month's advance written notice to the other Party, such notice not to be given prior to two (2) months after the effective date of Amendment No. 2 to this Agreement.